

Town of Tiverton, Rhode Island  
Police Chief

Employment Contract

AGREEMENT entered into this 26th day of September 2006 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Thomas Blakey, hereinafter referred to as the "Employee". WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee, it is now agreed that the following be affected:

1. **TERM**

The term of this agreement shall commence on September 8, 2006 and continue for three (3) consecutive years and terminate on September 7, 2009.

2. **DUTIES**

The Employee shall be responsible for the supervision and control of all officers and department personnel and shall be responsible for the supervision and control of all officers and department personnel and shall be responsible for their efficiency and effectiveness as members and employees of the administrator and operation of the department and shall fulfill his responsibilities in accordance with Section 902 of the Tiverton Town Charter.

3. **SALARY**

The Employee shall receive the salary of \$77,490.00 per year for the period beginning September 8, 2007. Years two and three anniversary increases shall be determined by merit.

The procedure for determining the level of merit based salary shall be performance related. The employee shall receive in salary according to the following:

1.	Exceeds Requirements in all areas	5% increase
2.	Exceeds Requirements in most areas	4 1/2% increase
3.	Exceeds Requirements in some areas	4% increase
4.	Performs at the satisfactory level	3% increase
5.	Needs Improvement	0% increase

All of the stated amounts are to be paid on a bi-weekly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4. **JOB EVALUATION**

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement. The evaluation shall include a Five (5) tiered ranking system as follows:

1. Exceeds Requirements in all areas
2. Exceeds requirements in most areas
3. Exceeds in some areas
4. Performs at the satisfactory level
5. Needs Improvement
6. Fails to meet minimum requirements/expectations

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

**5. RETIREMENT**

The Employee shall participate in the Town of Tiverton Police Pension System with contributions by the Employee to the plan at the rate of 10%.

**6. VACATION**

The Employee shall be entitled to vacation leave at the rate of fifteen (15) days per year accumulated at the rate of 1 and  $\frac{1}{4}$  days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of five (5) weeks.

**7. SICK LEAVE/PERSONAL LEAVE**

The Employee shall be granted 15 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of 1 and  $\frac{1}{4}$  days per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after five (5) consecutive days of absence from employment due to illness.

The Employee shall be granted 2 personal days.

**8. BEREAVEMENT LEAVE**

The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, wife or child.

Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Town Administrator for any Bereavement leave.

**9. LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and-while acting in the capacity of his employment.

**10. HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Years' Day

Martin Luther King Day

President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

11. **LIFE INSURANCE**  
The employee shall be entitled to term life insurance coverage in the amount of \$50,000.00 for the period of this agreement.
12. **HEALTH INSURANCE**  
The Employee shall be entitled to Health and Dental Insurance for an individual plan coverage at the expense of the Employer for the period of this agreement. Should the Employee choose to have a family plan coverage for health and dental, he shall participate in the payment of such premium at a rate of 15% for the increment between the individual plan coverage and the family plan coverage. The Employer reserves the right to provide comparable coverage during the period of this agreement using another plan provider. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3,000.00 per year with such compensation being disbursed in equal biweekly amounts.
13. **CONTINUING EDUCATION**  
The Employee shall be reimbursed \$500.00 per year for costs associated with continuing education as related to the position of Chief of Police.
14. **UNIFORM and EQUIPMENT**  
The Employer will provide the Employee with an unmarked police car for the exclusive use of the Employee. The Employee shall receive a clothing allowance in the amount of \$950.00 ~~or the same as the police union contract~~ for the cleaning of his uniform. Said amounts shall be paid to the Employee with his first pay following July 1<sup>st</sup> of each year.
15. **EDUCATION**  
The parties hereto adopt the provision of Title 42, Chapter 28.1 of the General Laws of the State of Rhode Island, 1956, as amended.  
It is hereby agreed that the Employee will receive \$2,500.00 dollars per fiscal year for earning a Master's Degree from an accredited educational institution in the area of "Criminal Justice", in addition to other compensation under this agreement. Payments under this incentive will be made bi-weekly. Payments under this incentive shall not be considered as compensation for pension purposes. The above payments will not be used in calculating payment for anytime off benefits (i.e. vacation, sick, personal, etc.)
16. **SUSPENSION/REMOVAL**

Notwithstanding the term of this employment contract, termination shall occur either by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee;  
In the event of retirement of the Employee, the employee shall notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement.
- c. Death of Employee;
- d. Disability of Employee;  
In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.
- e. The employee's non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Chief of Police.
- f. Discharge for Cause  
Employee may be discharged for cause during the term of this agreement for one or more of the following reasons: (1) immorality, (2) conviction of a felony or other crime involving moral turpitude, (3) repeated failure to comply with established Employer policy, (4) continuing neglect of duties, and/or (5) conviction of any state or federal law.

Any suspension/removal of EMPLOYEE during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter. Any suspension may be without pay at the discretion of the Town Administrator.

#### 17. STATUS REPORT

Prior to the issuance of the employee's final paycheck, the employee shall submit a written report to the Town Administrator which details the status of the Police Department. This shall include, but not limited to, an assessment of operations,

status of Police budget, description of pending and awarded grants, description of pending and special projects, and details of unresolved issues.

18. **RENEWAL**

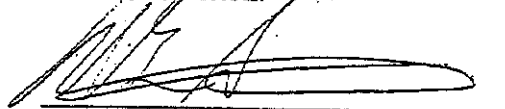
Renewal of the Employee's employment shall be considered by the Employer in the last 6 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

19. **POLICIES and PROCEDURES**

The Employee is subject to all policies and procedures as adopted by the Employer.

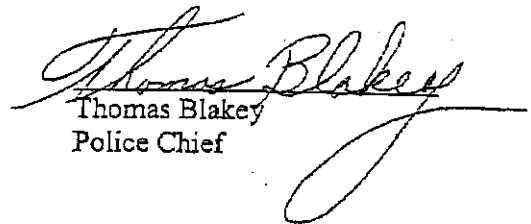
This agreement is executed this 26th day of September 2006

Town of Tiverton:



W. Glenn Steckman  
Town Administrator

Employee:



Thomas Blakey  
Police Chief